

Legal Summary Plan Description



Provided by the State Personnel Administration
Flexible Benefits Program

Your Group Legal Insurance Plan

State of Georgia
Flexible Benefits Program

This document is intended to provide a description of how to receive services from Hyatt Legal Plans. Please remember that only the written contract can give actual terms, coverage amounts, conditions and exclusions

Underwritten by First Colonial Insurance Company

Administered by Hyatt Legal Plans, Inc.

Summary Plan Description

January 1, 2011 through December 31, 2011.

The Employee Benefit Plan Council State Personnel Administration

This booklet is furnished in accordance with and subject to the provisions of the Hyatt Legal Plans Group Legal Services Expense Coverage Contract referenced above. This booklet is issued to the Employee Benefit Plan Council on behalf of the State Personnel Administration for delivery to Employees who select Hyatt Legal Plans group legal insurance under the Flexible Benefits Program. The contract rights of an Employee insured under the Contract will be governed solely by the insurance policy and service agreement issued to the Employee Benefit Plan Council.

This booklet describes the benefits of the Hyatt Legal Plans group legal insurance contract, including the available coverage and the amounts of legal insurance. Final interpretation of any described benefit is governed by the insurance policy and the service agreement.

The detailed information included in this booklet is available when you are entitled to the insurance and services provided by the insurance policy and service agreement when you are an Eligible Employee, you elect to participate and you retain your participation in accordance with the terms and conditions of the insurance policy and service agreement.

If you become insured, this booklet replaces any older booklets and certificates of coverage issued to you.

Except when otherwise indicated by the context of this booklet, any masculine terminology herein will also include the feminine and the definitions of any terms in the singular also include the plural.

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Section I: General Provisions

A. Glossary of Terms

1. **Actively at Work** means that you must:
 - a. be able to do the normal tasks of your job on a full-time basis for a full workday on the day your insurance is to begin; and
 - b. be able to do such tasks at one of your employer's normal places of business or at a location to which you must travel to do your job; and
 - c. not be absent from work because of sickness, disability, or temporary layoff.
2. **Attorney** is a person who is both:
 - a. practicing within the scope of the legal profession; and
 - b. legally permitted to practice law in the jurisdiction of the United States where the Legal Services are rendered.
3. **Contested** means actions wherein (1) one or more disputes must be resolved through court intervention, mediation or arbitration; or (2) negotiation concerning one or more material issues is necessary.
4. **Coverage** see Legal Services Expense Coverage.
5. **Covered Person** is an Employee who is insured for Legal Services Expense Coverage or an Eligible Dependent for whom an Employee is insured for legal services expense coverage. An Employee who is a Covered Person may choose:
 - a. Single Coverage, i.e. coverage just for the Employee; or
 - b. Family Coverage, i.e. coverage for the Employee and his or her Eligible Dependents. "Eligible Dependents" is defined below.
6. **Effective Date** means the date on which the Employer enrolls the Covered Person and from which the date premium has been paid.
7. **Eligible Dependent** means:
 - a. A natural child for which the natural guardian has not relinquished all guardianship rights through a judicial decree. Eligibility begins at birth and ends at the end of the month in which the child reaches age twenty-six (26).
 - b. An adopted child. Eligibility begins on the date of legal placement for adoption and ends at the end of the month in which the child reaches age twenty-six (26).
 - c. A stepchild. Eligibility begins on the date of marriage to the natural parent. Eligibility ends at the end of the month in which the child reaches age twenty-six (26), or at the end of the month in which the stepchild loses his or her status as stepchild of the enrolled employee, whichever is earlier.

- d. Guardianship. A child for whom the enrolled employee is the legal guardian. Eligibility begins on the date the legal guardianship is established. Eligibility ends at the end of the month in which the child reaches age twenty-six (26), or at the end of the month in which the legal guardianship terminates, whichever is earlier. Certification documentation requirements are at the discretion of the Administrator. However, a judicial decree from a court of competent jurisdiction is required unless the Administrator concludes that documentation is satisfactory to establish legal guardianship.
- e. Totally Disabled Child. A natural child, legally adopted child or stepchild age twenty-six (26) or older, if the child was physically or mentally disabled before age twenty-six (26), continues to be physically or mentally disabled, lives with the enrolled employee or is institutionalized, and depends primarily on the enrolled employee for support and maintenance.

(The rules for obtaining Dependent insurance are in Section II: When You Become Insured.)

8. Eligible Employee means:

- a. A regular full-time Employee of the State of Georgia or of a state agency who works at least 30 hours per week on a continuing basis and whose employment is expected to last at least 9 months;
- b. A public school teacher who is employed in a professionally certificated capacity, works half-time or more and at least seventeen and one-half (17 ½) hours per week, and is not considered a “temporary” or “emergency” Employee;
- c. an Employee of a local school system who holds a non-certificated position, is eligible to participate in the Teacher’s Retirement System or its local equivalent, and works at least 20 hours per week (or 60% of the time necessary to carry out the duties for the position, if that is more than 20 hours per week);
- d. an Employee, who is eligible to participate in the Public School Employees’ Retirement System, as defined by paragraph 20 of Section 47-4-2 of the Official Code of Georgia, Annotated, and who works at least 15 hours per week (or 60% of the time necessary to carry out the duties of the position, if that is more than 15 hours per week);
- e. an Employee of a county or regional library who works at least seventeen and one-half (17 ½) hours per week;
- f. an Employee who holds active employment as a member of the General Assembly, a Constitutional Officer or an Employee of an appropriate Judicial Branch;
- g. Others deemed eligible by Federal or State Georgia Law.

9. Employee is person employed by the State of Georgia or who otherwise is an Eligible Employee. This term also applies to such a person for any rights that continue to apply after the Coverage ends.

10. Employer is the State of Georgia agencies or departments.

- 11. Family Unit** means an Employee and his/her Eligible Dependents.
- 12. Insured** is an Employee who is insured under the Coverage and his/her Eligible Dependents for whom the Employee has elected coverage.
- 13. Legal Services Expense Coverage** (also referred to as **Coverage**) means the coverage under the Group Contract and is made up of three parts.
- a. Part I provides preventive legal services through a Preventive Legal Care Office (see Section III). There is no charge for these services.
 - b. Part II is online legal services accessible through the Hyatt Legal Plans Web site.
 - c. Part III pays benefits for many of the charges incurred for other Legal Services furnished by an attorney. There is a maximum attorney benefit per quarter hour. Not all charges are eligible; some are eligible only to a limited extent. There is also an extension that may apply after a person ceases to be covered.
- 14. List of Legal Services** is the list that applies as shown in the Schedule of Benefits. It appears in Section IV of this booklet and is used to determine eligible charges and benefits under Part III of the Legal Services Expense Coverage. It shows legal services and the scheduled maximum benefit for each such legal service.
- 15. Non-Participating Attorney** is an attorney who has not contracted with Hyatt Legal Plans to perform Legal Services. The Plan will pay \$17.50 per quarter hour up to the limit in the Schedule of Benefits. The Covered Person is responsible for any amount not paid by the Plan.
- 16. Annual Enrollment Period** is the annual period during which Eligible Employees have an opportunity to enroll in or change their group legal insurance coverage.
- 17. Participating Attorney** is an attorney who, under a contract with Hyatt Legal Plans, has agreed to perform Legal Services.
- 18. Preventive Legal Care Office** (PLCO) is an independent law firm that has a written agreement with Hyatt Legal Plans to provide the preventive legal services under this Coverage.
- 19. Simple Will** means a will document without trust provisions other than a support trust for dependent children limited to appointing a guardian and placing assets for dependent children until they reach their age of majority.
- 20. Uncontested** means an action wherein all matters are settled without court intervention, mediation, arbitration or negotiation of material issues.

B. Things That You Should Know

1. Enrollment Options

An Eligible Employee may choose:

- a. Participation just for the Employee (also called Single Coverage) or
- b. Family participation (also called Family Coverage) for the Employee and his or her Eligible Dependents. Eligible Dependents is defined in the Glossary of Terms.

2. Internet Web Site

You may visit the Hyatt Legal Plans Internet Web site to obtain information about the program, claim forms, and Participating Attorney network information. The address is shown below:

www.legalplans.com

3. Premium Payments

The Hyatt Legal Plans Legal Services Expense Coverage described in this booklet is contributory insurance and services. This means you must pay the entire cost of this Coverage. Coverage is extended on a month-by-month basis. Premiums are paid through payroll deduction one month prior to Coverage.

4. Leave Without Pay

If you are not in pay status, you must pay the monthly premium amount through GaBreeze direct billing. If you fail to pay premiums while you are out of pay status, your Coverage will cease. FMLA and military leave have exceptions. Contact GaBreeze for additional information.

5. Legal Services Expense Coverage

Coverage is available to you if you are an Eligible Employee. Only the Coverage for which you become insured will apply to you, i.e. single coverage or family coverage. The rules for becoming insured are in this booklet under Section II: When You Become Insured.

Coverage is defined in the Glossary of Terms. Section IV, Schedule of Benefits, contains the List of Legal Services that outlines the benefits for which this insurance will pay for legal charges incurred for legal services furnished to you or your Eligible Dependents by an attorney. Be sure to read these pages carefully. They show when benefits are or are not payable under the Hyatt Legal Plans group legal insurance policy. They also outline when your insurance ends and the conditions, limitations and exclusions that apply to the Coverage. The benefits otherwise payable under the group legal insurance policy for a person's legal services expenses may be reduced because of benefits from other sources. See Section VI: Coordination of Benefit Payments (COB).

C. Settlement of Disputes

Hyatt Legal Plans reserves the right to make the final decision regarding the terms, conditions and benefits of the Group Legal Services Expense Coverage Contract.

1. Participating Attorney

If you have a problem with a Participating Attorney in handling of a legal matter covered under Hyatt Legal Plans and you and the Attorney cannot resolve the matter on your own, a written letter is needed. Please document your issue and mail it to the correspondence address:

Hyatt Legal Plans, Inc.
Director of Administration
1111 Superior Avenue
Cleveland, OH 44114-2507

Upon receipt of your written letter, a Hyatt Legal Plans network administrator will investigate the matter and attempt to contact the Participating Attorney. The Network Administrator will respond to you within 60 calendar days, but may respond prior to this time frame if a determination can be made earlier. Hyatt Legal Plans network administrators will provide you with the determination in writing. You have 60 days from receipt of the written determination to appeal this decision by submitting a request for appeal in writing.

You have the right to file a complaint with the State Bar about your attorney at any time.

2. Claims Appeals

If you wish to appeal a claim that was not fully approved or was denied, please submit a written grievance within sixty (60) calendar days following your receipt of written notice from Hyatt Legal Plans to the following your receipt of written notice from Hyatt Legal Plans to the following Claims address;

Hyatt Legal Plans, Inc.
Director of Administration
1111 Superior Avenue
Cleveland, OH 44114-2507

A Hyatt Legal Plans technical analyst in our Claims department will respond to you in writing within 30 calendar days from the date of appeal was received. If there are extenuating circumstances and a determination cannot be made within the 30 calendar day period, the letter will explain the delay. A letter will then be sent explaining the determination once it is available. (Generally within a reasonable period of time, 30-90 days.) If it is determined that a request will not be honored in full or it will be denied, the technical analyst will document the basis for the decision in writing.

Section II: When You Become Insured

A. Effective Date of Coverage

Your Hyatt Legal Plans Coverage will begin on the first day of the month following one full calendar month of employment. If you choose to enroll after you are first eligible, or after previous termination of your Employee legal insurance, you must do so during the Annual Enrollment Period. In this event, your legal insurance will begin on January 1 following the Annual Enrollment Period, provided your premiums are paid and your insurance is not being delayed because you are not Actively At Work.

If you do not meet the Actively At Work requirement on the day your insurance would otherwise begin, the Effective Date of Coverage for you and your Eligible Dependents will be delayed. Under such circumstances, your effective date of Coverage will begin on the first day you meet the Actively At Work requirement and the other requirements for enrollment.

B. Qualifying Change in Status

If you choose coverage on the date you become eligible for Hyatt Legal Plans group legal insurance and later experience a qualified status change, you may change your coverage without waiting until the next Annual Enrollment Period, provided you provide notice within thirty (30) days after the event. In this case, the dependent's insurance will be effective on the first day of the month following your first contribution to the insurance.

If you choose not to elect coverage when you are first eligible for it, you can elect it again during the next annual Annual Enrollment Period.

Section III: Legal Expense Insurance Coverage

A. The Coverage Under This Policy Consists of Three Parts

Part I: Preventive Legal Services

A Preventive Legal Care Office (PLCO) will furnish Preventive Legal Services to you if you elect single coverage and to you and your Eligible Dependents if you elect family coverage. The person must be a Covered Person when each service is furnished. Preventive Legal Services are those in the list below which involve the Covered Person's legal matters, are not services shown as "Not Covered" in Part III of this Coverage, and do not involve a visit to an attorney. The PLCO will not make a charge to you or your Eligible Dependents for a Preventive Legal Service.

- a. Telephone consultations through toll-free telephone calls to the PLCO. For non-emergency legal matters, you must call Hyatt Legal Plans between the hours of 8:00 a.m. and 7:00 p.m. (Eastern Time) on a day which is not a legal holiday, Monday through Friday. For emergency legal matters, you may call Hyatt Legal Plans at any time, day or night, seven days a week.
- b. Telephone calls to third parties on your behalf.
- c. Writing letters to third parties on your behalf.
- d. Simple document review (up to 10 pages).
- e. Self-help counseling.

Part II: Online Legal Services

An online Personal Law Center service is accessible through the Hyatt Legal Plans Web site. It provides you with unlimited online access to plain-English and easy-to-use legal information, explanations, self-help forms, interactive documents, and tools.

Part III: Other Legal Services

The Group Legal Services Expense Coverage pays benefits for many of the charges incurred for Other Legal Services furnished to you or your Eligible Dependents by an attorney. For a detailed description of the Other Legal Services and what the benefits are, see Section IV: Schedule of Benefits, List of Legal Services.

For the maximum reimbursement amount, see Section IV: Schedule of Benefits, List of Legal Services. Not all charges are eligible and some charges are eligible only to a limited extent.

A Covered Person's protection under this Coverage may be extended for Legal Services completed after the date the person ceases to be a Covered Person under this group legal insurance contract (see Section III: Extension of Coverage.)

B. Pre-existing Conditions

Any legal matter or legal proceeding for which the Covered Person has consulted or retained an attorney prior to becoming covered by this insurance is excluded.

C. Freedom of Choice of an Attorney

A Covered Person may choose any attorney to provide the Other Legal Services under Part III of this Coverage. Except for the provisions of the Coverage and the requirement for a claim form, neither Hyatt Legal Plans nor the State Personnel Administration will interfere with the Covered Person's attorney. The attorney's obligation will be only with and to the Covered Person.

D. Confidentiality

A Covered Person is assured of full confidentiality with respect to calls and legal problems discussed with the Preventive Hyatt Legal Plans Office and with respect to claims submitted for Other Legal Services under Section IV: Schedule of Benefits, List of Legal Services.

E. Benefits

The benefit amount payable for legal services furnished you and your Eligible Dependents is the amount of the eligible charges for those legal services, but not more than these limits.

- 1. For Other Legal Services**, see the limit determined from the Schedule of Benefits, List of Legal Services in Section IV. This Schedule of Benefits sets forth the list of legal services that applies to a Covered Person.
- 2. For each quarter hour** or part of such quarter hour of legal services provided by an attorney, see the maximum attorney benefit per quarter hour shown in the Schedule of Benefits.
- 3. Only one benefit is payable** for all legal services arising out of a single cause of action or event resulting in the need for the legal services. Hyatt Legal Plans will decide which benefit is payable. The limitation of this paragraph does not apply to matrimonial matters.

If a court awards attorney's fees in connection with matrimonial matters, any benefit payable under this Coverage for the attorney's legal services will be used toward reimbursing the attorney's total fees for such matters.

F. Eligible Charges

A charge is an eligible charge if all of these conditions are met:

1. **it is for a legal service** furnished to a Covered person;
2. **the legal service involves** a Covered Person's legal matters and is contained in the List of Legal Services; and
3. **the person is a Covered Person** when the service is furnished or, in the case of an estate administration and estate closing, the person who died was a Covered person at the time of death.

G. Extension of Coverage

A Covered Person's protection under this group legal insurance policy may be extended for legal services that are completed after the date the person ceases to be a Covered Person. It will be extended if, on or before the termination of Coverage date, the person had already retained an attorney and the event causing the need for legal services occurred while the person was a Covered Person.

During an extension, this Coverage will apply to charges for legal services as if the person was still a Covered Person. There is one exception: the Coverage will apply only to the extent that other Coverage for legal services is not provided for the person through the Employer.

For continuation of Coverage in other situations, see Section V: Coverage Termination.

Section IV: Schedule of Benefits

(NOTE: You must have elected Family Coverage in order for a spouse and Eligible Dependents to use the List of Legal Services.)

A. List of Legal Services

The Legal Services available to a Covered Person are identified on the List of Legal Services below. It includes only the services in the List below. If the laws of the jurisdiction where the service is furnished uses legal terms that differ from those in the list below, Hyatt Legal Plans will determine the equivalent service in the list.

A Legal Service may be furnished for more than one Covered Person in a Family Unit with respect to the same event or cause of action resulting in the need for Legal Services. In that case, only one Legal Service will be considered to have been furnished.

(NOTE: The limits in this list show the maximum charges eligible. A Participating Attorney will charge no more than the limit shown for a covered legal service. If a Non-Participating Attorney is used, the amounts payable under the Coverage may be up to these limits.)

Schedule Of Benefits

Participating
Attorney

Non-Participating
Attorneys
Maximum
Reimbursement

I. Preventive Legal Services

A Preventive Legal Care Office (PLCO) will furnish Preventive Legal Services to you and your Eligible Dependents. The person must be a Covered Person when each service is furnished.

- | | | |
|--|---------------------------|---------------|
| A. Telephone Consultations through toll-free telephone calls to the Preventive Legal Care Office (PLCO)..... | Paid in Full | Not Available |
| B. Telephone calls to third parties on behalf of the Covered Person..... | Paid in Full | Not Available |
| C. Writing letters to third parties on behalf of the Covered Person..... | Paid in Full | Not Available |
| D. Simple document review (up to 10 pages)..... | Paid in Full | Not Available |
| E. Self-help counseling..... | Paid in Full | Not Available |

II. Online Legal Services

Personal Law Center accessible through the Hyatt Legal Plans Web site. Provides the Covered Person with unlimited online access to plain-English and easy-to-use legal information, explanations, self-help forms, interactive documents, and tools.....

No Charge.....Not Available

III. Other Legal Services

Reduced Fee Benefit

A 25% Discount off Participating Attorneys' usual and customary rates (UCR) when a Covered Person's benefit is exhausted or if the matter is not paid in full and has exceeded the Hyatt Legal Plans maximum benefit.....

As Described.....Not Available

Personal Injury Coverage

This benefit includes consultation and review for a Covered Person in connection with a personal injury claim as a plaintiff. Participating Attorneys will evaluate all factors and determine, at the attorney's discretion, whether or not representation will be provided. If the Participating Attorney represents a Covered Person and any damages are recovered or a monetary benefit is received, a contingent fee of twenty-five percent (25%) will be assessed by the Participating Attorney for initial trial and/or settlement. Subsequent appeal proceedings will be capped at a thirty percent (30%) contingent fee. The Covered Person will be responsible for all non-attorney costs. The Covered Person is responsible for payment for attorney fees and for all litigation expenses associated with representation.

Plan exclusions apply.....**As Described**.....Not Available

Schedule Of Benefits

Participating
Attorney

Non-Participating
Attorneys
Maximum
Reimbursement

Administrative Hearings - Benefit available with Select Plus plan only

The legal services required by a Covered Person at a municipal, county, state or federal administrative board, agency or commission for zoning or housing code matters and proceedings arising out of

Social Security or Medicare Coverages.....Paid in Full.....\$210.00

Adoptions - Benefit available with Select Plus plan only

The legal services required in any one adoption proceeding for all minor child/ren where the Covered Person is the adopting party and only where the final disposition is:

- A. Uncontested Relative or Step-Parent Adoption, Judgment at Preliminary Hearing:
 - 1. Without publication requirement.....Paid in Full.....\$350.00
 - 2. With publication requirement.....Paid in Full.....\$420.00
- B. Uncontested Foster Child Adoption Judgment at Preliminary Hearing.....Paid in Full.....\$350.00
- C. Uncontested Non-Agency Adoption with Preliminary Hearing and Final Hearing.....Paid in Full.....\$420.00
- D. Uncontested Agency Adoption.....Paid in Full.....\$490.00
- E. Contested Adoption.....Paid in Full.....\$1,640.00

Attorney Office Work

Limited to eight (8) hours per Benefit Year per Family Unit.

The legal services rendered as a result of a Covered Person's personal visit to an attorney's office for consultations, review or preparation of documents, or any other legal services for which benefits are not (i) covered by the Plan, or (ii) excluded by the Plan. The Attorney Office Work benefit may not be applied to supplement benefits available under any other legal services covered

by the Plan.....Paid in Full.....\$17.50
for each
quarter hour
up to a
maximum of
eight hours

Schedule Of Benefits

Participating
Attorney

Non-Participating
Attorneys
Maximum
Reimbursement

Consumer Protection – Benefit available with Select Plus plan only

The legal services required for a Covered Person as plaintiff for the enforcement of guarantees, warranties, leases and other contracts pertaining to the lease or purchase of goods or services, where the final disposition of the dispute terminates:

- | | | | |
|----|--|-------------------|------------|
| A. | Representation without a civil suit
being filed..... | Paid in Full..... | \$210.00 |
| B. | After filing civil suit and ending in a
settlement without court
appearance..... | Paid in Full..... | \$280.00 |
| C. | After filing civil suit and ending in a
settlement with court appearance..... | Paid in Full..... | \$840.00 |
| D. | By court judgment after court
appearance..... | Paid in Full..... | \$1,400.00 |

Debt Collection Defense – Benefit available with Select Plus plan only

- | | | | |
|----|--|-------------------|----------|
| A. | Defense against contract claims
and/or proceedings in executions
without court appearance or the
filing of pleadings and ending in a
settlement..... | Paid in Full..... | \$280.00 |
| B. | Defense against contract claims
and/or proceedings in executions
with attorney representation at a
trial, motion, or hearing..... | Paid in Full..... | \$560.00 |
| C. | Defense against foreclosure of a real
estate mortgage without court
appearance or the filing of pleadings
and ending in a settlement..... | Paid in Full..... | \$350.00 |
| D. | Defense against foreclosure of a real
estate mortgage with attorney
representation at a trial, motion or
hearing..... | Paid in Full..... | \$630.00 |
| E. | Employee only personal bankruptcy
by adjudication..... | Paid in Full..... | \$560.00 |
| F. | Employee and spouse personal
bankruptcy by adjudication** | Paid in Full..... | \$630.00 |

**This benefit applies only if Family Coverage is elected.

Schedule Of Benefits

Participating
Attorney

Non-Participating
Attorneys
Maximum
Reimbursement

Document Review and Preparation

The legal services rendered by an attorney in his/her office as a result of a Covered Person's visit to the attorney's office to review and/or prepare documents. This Document Review and Preparation benefit may not be used to supplement benefits available under any other legal services covered by the Plan.

A. Residential Lease Agreement when the Covered Person is the Lessee.....	Paid in Full.....	\$100.00
B. Power of Attorney.....	Paid in Full.....	\$60.00
C. Time-sale contract.....	Paid in Full.....	\$100.00
D. Mortgage.....	Paid in Full.....	\$200.00
E. Deed.....	Paid in Full.....	\$70.00
F. Promissory Note.....	Paid in Full.....	\$70.00

Estate Administration and

Estate Closing – Benefit available with Select Plus plan only

The legal services rendered by an attorney for assistance in the administration of a deceased Covered Person's estate, including the applicable property transfers and court appearance.....Paid in Full.....\$240.00

Eviction Defense & Landlord

Tenant Matter – Benefit available with Select Plus plan only

Advice, negotiations and office work prior to a lawsuit being filed and court representation after a lawsuit is filed for tenant related matters regarding the insured's primary residence.....Paid in Full.....\$560.00

Guardianship/Conservatorship – Benefit available with Select Plus plan only

The legal services required to complete:

A. A testamentary or non-testamentary uncontested appointment and inventory.		
1. Uncontested appointment without first or other accounting.....	Paid in Full.....	\$250.00
2. Uncontested appointment with first or other accounting.....	Paid in Full.....	\$400.00
B. A testamentary or non-testamentary contested action.....	Paid in Full.....	\$1,050.00

Schedule Of Benefits

Participating
Attorney

Non-Participating
Attorneys
Maximum
Reimbursement

Immigration – Benefit available with Select Plus plan only

- A. Immigration application processing.....Paid in Full.....\$360.00
- B. The legal services required by a
Covered Person for preparation and
appearance at immigration hearings
and proceedings.....Paid in Full.....\$250.00

Internal Revenue Service Audit – Benefit available with Select Plus plan only

The legal services rendered by an attorney as a result of a Covered Person's personal visit to the attorney's office after receiving notice of an IRS audit:

- A. Consultation after notice is received.....Paid in Full.....\$420.00
- B. Consultation/Representation at
audit prior to litigation.....Paid in Full.....\$910.00

Juvenile Court Proceeding – Benefit available with Select Plus plan only

The legal services rendered by an attorney for the defense of a juvenile Covered Person resulting from a misdemeanor criminal act that requires an appearance in the Juvenile Court**Paid in Full.....\$700.00

**This benefit applies only if Family Coverage has been elected.

Schedule Of Benefits

Participating
Attorney

Non-Participating
Attorneys
Maximum
Reimbursement

Matrimonial Matters as a

Petitioner/Non-Petitioner - Benefit available with Select Plus plan only

The legal services rendered by an attorney as required to reach the final disposition of:

- | | | | |
|----|--|-------------------|------------|
| A. | A separation agreement not in conjunction with an action for annulment or dissolution of marriage with or without property settlement, child custody, support or alimony without court appearance..... | Paid in Full..... | \$385.00 |
| B. | An uncontested annulment or dissolution of marriage (including uncontested stipulation of settlement) without child custody, support, alimony, or property settlement and without court appearance..... | Paid in Full..... | \$735.00 |
| C. | An uncontested annulment or dissolution of marriage (including uncontested stipulation of settlement) with child custody, support, alimony, or property settlement and without court appearance..... | Paid in Full..... | \$840.00 |
| D. | A contested annulment or dissolution of marriage with or without child custody, support or alimony, or property settlement..... | \$1,000.00* | \$1,000.00 |

*Maximum benefit payment amount.

Schedule Of Benefits

Participating
Attorney

Non-Participating
Attorneys
Maximum
Reimbursement

Modification or Enforcement of Child

Custody or Support Matters - Benefit available with Select Plus plan only

The legal services required by a Covered Person for child custody, child support, or visitation matters which are not in conjunction with a divorce, annulment, or separation proceeding.

- | | | | |
|----|--|---------------------|---------------|
| A. | Legal services required by a Covered Person for the creation of a child custody, child support, or visitation agreement, or..... | Paid in Full..... | \$280.00 |
| B. | Modification or enforcement of an uncontested child custody, child support, or visitation agreement, or | Paid in Full..... | \$350.00 |
| C. | Modification or enforcement of a contested child custody, child support, or visitation agreement (up to 8 hours per event)..... | Paid in Full..... | \$400.00 |
| D. | Additional hours..... | Reduced Fee Benefit | Not Available |

Name Change - Benefit available with Select Plus plan only

The legal services required for a change of a Covered Person's legal name:

- | | | | |
|----|--|-------------------|----------|
| A. | One Covered Person only..... | Paid in Full..... | \$240.00 |
| B. | Each additional Covered Person named in the petition** | Paid in Full..... | \$60.00 |

**This benefit applies only if Family Coverage has been elected.

Real Estate Matters

The legal services or the review of documents and the negotiations of terms necessary to conclude the final purchase, sale or refinancing of a one or two family dwelling which is the Covered Person's primary or secondary place of residence.

- | | | | |
|----|--------------------|-------------------|----------|
| A. | Sale only..... | Paid in Full..... | \$500.00 |
| B. | Purchase only..... | Paid in Full..... | \$500.00 |
| C. | Refinancing..... | Paid in Full..... | \$300.00 |

Schedule Of Benefits

Participating
Attorney

Non-Participating
Attorneys
Maximum
Reimbursement

Traffic Charges

- | | | | |
|----|--|-------------------|----------|
| A. | The legal services rendered by an attorney for preparation for and/or appearance in a court and/or at an administrative hearing not involving DUI charges..... | Paid in Full..... | \$210.00 |
| B. | Advice and consultation regarding reinstatement of a suspended driver's license..... | Paid in Full..... | \$210.00 |

Wills and Trusts

The legal services required by a Covered Person for the completion of a:

- | | | | |
|----|---|-------------------|----------|
| A. | Simple Will..... | Paid in Full..... | \$75.00 |
| B. | Reciprocal Simple Wills for Employee and spouse.** | Paid in Full..... | \$100.00 |
| C. | Will with trust provisions for dependent child(ren)..... | Paid in Full..... | \$135.00 |
| D. | Reciprocal Wills with trust provisions for dependent child(ren) for Employee and spouse** | Paid in Full..... | \$175.00 |
| E. | Codicil..... | Paid in Full..... | \$75.00 |
| F. | Living Will..... | Paid in Full..... | \$75.00 |
| G. | Durable Power of Attorney..... | Paid in Full..... | \$60.00 |

**This benefit applies only if Family Coverage has been elected.

B. Legal Services Not Covered

Not Covered: Any services or charges to a Covered Person in connection with any of the following:

1. The participation in any business venture, including, but not limited to: proprietorships, partnerships, corporations, commercial endeavors, rental property, patents, copyrights, and trademarks. A business venture is any activity which produces or is contemplated to produce revenue.
2. Preparing or filing income tax returns.
3. All criminal felony and misdemeanor matters that involve the State Personnel Administration. This does not apply to misdemeanor legal services listed as Traffic Matters and Juvenile Court Proceedings in the Schedule of Benefits.
4. Workers Compensation, Unemployment, Admiralty, Federal Employers Liability Act.
5. Judicial appeal proceedings (except as provided for personal injury matters), group or class actions, intervention, and amicus curiae filings.*
6. A civil action pursued in court where a Covered Person is a plaintiff and the monetary amount of the suit falls within the jurisdiction of a small claims court or its equivalent and involves matters under \$250. The Preventive Hyatt Legal Plans Office will give advice to a Covered Person on how to pursue a claim in such a court.*
7. Administration hearings, consultations, and civil or criminal legal actions, any part of which (i) involve the State of Georgia either as plaintiff or defendant, or any of its agencies or departments, or any of its insurers, or (ii) are related to your employment. This does not apply to administrative hearings for zoning or housing code matters.
8. Legal actions against First Colonial Insurance Company, any of its parents or affiliated companies, subsidiaries, agents, administrators, and subcontractors, or which involves disputes about this insurance (including breach of fiduciary duty under ERISA), and Hyatt Legal Plans, Inc. and its affiliates.
9. Legal proceedings for which the Covered Person had consulted or retained an attorney prior to becoming covered under this insurance.*
10. Legal proceedings in which both the plaintiff and the defendant are persons in the same Family Unit. This does not apply to Legal Services listed as Matrimonial Matters in the List of Legal Services.*
11. Services to a spouse or dependent against the Participant.

12. Defense of criminal charges against a Covered Person if any of the following has contributed to the cost of this insurance on behalf of that Covered Person:
 - a. the victim of the crime;
 - b. someone who is in the same Family Unit as the victim.
13. Fines, title insurance costs, court costs, court appointed attorneys, filing fees, subpoenas, assessments, penalties, expert witness fees and other related expenses (e.g. facsimile, copy expense, postage, long distance phone charges, mileage, etc.).
14. Services where the attorney fee is provided by statute from a fund sub judice or paid by contingent fee (except as provide for personal injury matters).
15. Services performed by an attorney who is related to the Covered Person by blood or marriage.
16. Services not performed by an attorney. Services performed by an paralegal under the direct supervision of an attorney will be treated as if performed by the attorney.
17. Services provided outside the United States.
18. Any Legal proceedings in which the Covered Person is entitled to legal representation or reimbursement for the costs thereof from any source other than this insurance (subject to Coordination of Benefits provisions). A Legal Service plan without this type of exclusion is always the primary plan.
19. Charges for services involving defense of child support recovery or defense of driving under the influence of alcohol or drugs.

*Legal advice can be provided for items asterisked, but only through the Attorney Office Work Benefit or the Preventive Legal Care Office Telephone Advice Benefit.

Section V: How to Use

A. Contacting Customer Service or a Preventive Legal Care Office

You may call the Hyatt Legal Plans Service Center any time between the hours of 8:00 a.m. and 7:00 p.m. (Eastern Time), Monday through Friday by dialing toll-free 800-848-2012. Your call will be handled by the Client Service Center. The Client Service Center offers the following options:

1. verify your membership in the Plan
2. order a claim form
3. order a Participating Attorney Directory
4. check the status on your claim

You may choose to speak directly with a Customer Service Representative between the hours of 8:00 a.m. and 7:00 p.m. (Eastern Time), Monday through Friday (except holidays) to obtain answers to other questions or to speak with a Preventive Legal Care Attorney. (Hearing Impaired can access the Web site at www.legalplans.com at anytime).

Of course, the toll-free number is available 24 hours a day, 7 days a week for emergency situations. Follow the instructions to connect with a Customer Service Representative for assistance.

If you would like to talk with an attorney by phone, the Customer Service Representative will transfer you to an independent law firm known as the Preventive Legal Care Office (PLCO) so you can discuss your legal issue.

You can also go to the Web site www.legalplans.com to obtain Plan information, claim forms, and to find a Participating Attorney. See Section I, B. Things That You Should Know, Internet Web site for information on how to use the Web site.

B. Using Online Services

To access the Personal Law Center, log on to the Hyatt Legal Plans Web site at www.legalplans.com. Upon visiting the Web site, you will be required to enter your Membership Number and your home Zip Code. Once you are admitted to the State of Georgia portion of the Hyatt Legal Plans Web site, click on the links for Nolo Personal Law Center and follow any instruction provided on the Internet Web site. The Nolo Personal Law Center provides you with online access to plain-English and easy-to-use legal information, explanations, self-help forms, interactive documents, and tools.

C. Finding a Participating Attorney

When you decide to visit an attorney, select an attorney from the Participating Attorney Directory and schedule an appointment. You can find a Participating Attorney by visiting the Web site at www.legalplans.com. See Section, B. Things That You Should Know, Internet Web site for information on how to use the Web site.

You can also call Customer Service in order to obtain a Participating Attorney directory for your area. If you wish to use a Non-Participating Attorney, you may do so and covered work completed will be reimbursed at the rates outlined in the Schedule of Benefits, List of Legal Services.

D. Filing Your Claim

After legal services have been rendered, a claim form must be completed and mailed to the Hyatt Legal Plans Service Center. You can obtain a claim form by visiting the Web site at www.legalplans.com or by calling the toll-free Customer Service number.

Most Participating Attorneys will accept assignment of benefits from Hyatt Legal Plans Covered Members, eliminating the need for a Covered Member to file a claim form. The Participating Attorney will often submit a fully documented claim form on the Covered Member's behalf. If a Non-Participating attorney is used, the Covered Member is responsible for filing a claim form for reimbursement consideration.

To submit your claim, follow the instructions on the claim form. The rules governing payment of benefits under a claim are set forth below.

Hyatt Legal Plans must be given written proof that the legal services for which a claim is made under the Coverage have been rendered. This written proof must cover the nature of the legal service and the expense incurred. It must be furnished within ninety (90) days after the date when the legal services were completed.

A claim will not be considered valid unless proof is furnished within this time limit. However, it may not be reasonably possible to do so. In that case, the claim will still be considered valid if proof is furnished as soon as reasonably possible.

Benefits are paid when Hyatt Legal Plans receives written proof of the loss. A benefit unpaid at your death will be paid to your estate.

No action at law or in equity may be brought to recover on the Group Contract until sixty (60) days after the written proof described above is furnished. No such action may be brought more than three (3) years after the end of the time within which written proof is required.

E. Correspondence Addresses

Hyatt Legal Plans, Inc.
Accounting
1111 Superior Avenue
Cleveland, OH 44114

F. Incontestability of Insurance to Which the Claim Rules Apply

This limits Hyatt Legal Plans' use of statements you make when you request additional benefit payments for a claim you have filed under the Coverage. Your statements will be considered to be made to the best of your knowledge and belief. These rules apply to each statement:

1. It will not be used to avoid or reduce the amount of insurance unless:
 - a. it is in a written document signed by you; and
 - b. a copy of that document is or has been furnished to you.
2. It will not be used in the contest after that amount of insurance has been in force for at least two (2) years before the contest.

G. Coverage Termination

Your Employee and Dependent Insurance under the Coverage will end when the first of these occurs:

1. you cease to be an Eligible Employee;
2. the Group Contract is canceled by Hyatt Legal Plans or the Employer;
3. you fail to pay premiums required for the insurance.

Coverage for your Eligible Dependents ends on the date your Coverage ends. Coverage for any one dependent will end on the date he or she ceases to be an Eligible Dependent. In the event of the death of an Employee who has elected family coverage, the surviving spouse and dependents will not have continued coverage. This does not apply to the Estate Administration and Estate Closing Benefit.

You may be eligible to continue coverage for a limited time (through the end of the Plan year in which your coverage terminated). Please contact Hyatt Legal Plans at 800-821-6400 to arrange for direct premium payments.

If you are on an approved leave of absence without pay and are still qualified to participate in Flexible Benefits, you may be entitled, subject to certain conditions, to continue the Legal Service Expense Coverage for up to twelve (12) calendar months after your leave of absence (for example: regular leave without pay and FMLA) begins. See Section I: Leave Without Pay. However, if you are on a military leave, the twelve-month limit does not apply. Your insurance may be continued through personal premium payments until the end of such military leave.

Section VI: Coordination of Benefit Payments (COB)

The purpose of Hyatt Legal Plans is to help you pay for covered expenses but not to result in benefits greater than the expenses incurred. Therefore, in computing the benefits payable under the Hyatt Legal Plans Group Legal Services Expense Coverage, the benefits from other programs will be taken into account. This may require a reduction in the benefits under this Program so that the combined benefits will not be more than the Allowable Expenses of This Program and any other Programs.

Terms used in these rules are defined in A of Section VI. B of Section VI describes the effect of other legal services benefits on those of the Group Contract, subject to C, D and E of Section VI.

A. Definitions

1. **Program:** Any of these which provide benefits or services for, or by reason of, legal services:
 - a. coverage under a governmental plan or required or provided by law;
 - b. group insurance or other coverage for persons in a group, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage.

For the purposes of these rules, a Legal Services Program is one that mainly provides benefits or services for or because of the need for legal advice or assistance.

2. **Separate Programs:** Each contract or other arrangement for coverage under a. or b. is a Separate Program.

Also, rules for Coordination of Benefits may apply only to part of a Legal Services Program. If so, the part to which the rules apply is a Separate Program from the part to which the rules do not apply.

3. **This Program:** The Hyatt Legal Plans Group Contract that provides benefits for or by reason of legal services.
4. **Allowable Expense:** The usual and prevailing charge for a reasonably necessary service when the charge or service is covered at least in part by one or more Legal Services Programs covering the person for whom a claim is made.
5. **Usual Charge:** The usual charge made by the provider for a service when there is no insurance.

- 6. Prevailing Charge:** The range of charges generally made in the area for a like service. The area and that range are as determined by Hyatt Legal Plans.

When a Program provides benefits in the form of service, the reasonable cash value for each service rendered will be considered both an Allowable Expense and a benefit paid.

- 7. Claim Determination Period:** A Benefit Year, but, for a person, this does not include any part while the person has no coverage under This Program.

B. Effect on Benefits

- 1. When this Section Applies:** This Section B applies when the sum of the benefits in a. and b. below for a person's Allowable Expenses in a Claim Determination Period would be more than those Allowable Expenses. In that case, the benefits of This Program will be reduced so that the total benefits paid are not more than the Allowable Expenses.
- a. The benefits that would be payable for the Allowable Expenses under This Program in the absence of this section B.
 - b. The benefits that would be payable for the Allowable Expenses under all other Programs, in the absence of rules with a purpose like that of these rules, whether or not a claim is made. But this b. does not include the benefits of a Program if:
 - i. it has rules coordinating its benefits with those of This Program; and
 - ii. those rules have Claim Determination Period and Facility of Payment items similar to those in these rules; and
 - iii. its rules and This Program's rules both require This Program to determine benefits and coverage before it does.
- 2. This Program's Rules for the Order in which Benefits are Determined:**
When a person's need for legal advice or assistance is the basis for a claim:
- a. Non-Dependent/Dependent: The benefits of a Program that covers the person other than as a dependent are determined before those of a Program that covers the person as a dependent.
 - b. Dependent Child/Parents Not Divorced: Except as stated in c., next page, when this Program and another Program cover the same child as a dependent of different persons, called "parents":
 - i. the benefits of the Program of the parent whose birthday falls earlier in a year are determined before those of the Program of the parent whose birthday falls later in that year; but
 - ii. if both parents have the same birthday, the benefits of the Program which covered the parent longer are determined before those of the Program which covered the other parent for a shorter period of time.

However, if the other Program does not have the rule described in (i), above, and if, as a result, the Programs do not agree on the order of benefits, the rule in the other Program will determine the order of benefits.

- c. Dependent Child/Divorced Parents: If two or more Programs cover a person who is a dependent child of divorced parents, benefits for the child are determined in this order:
 - i. first, the Program of the parent with custody of the child;
 - ii. then, the Program of the spouse of the parent with custody of the child; and
 - iii. finally, the Program of the parent not having custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the legal services expenses of the child and the entity obligated to pay or provide the benefits of the Program of that parent has actual knowledge of those terms, the benefits of that Program are determined first. This paragraph does not apply when any benefits are actually paid or provided before the entity has that actual knowledge.

- d. Active/Inactive Employee: The benefits of a Program which covers a person as an Employee who is neither laid off nor retired or as that Employee's dependent, are determined before those of a Program which covers that person as a laid off or retired Employee or as that Employee's dependent. If the other Program does not have this rule and if, as a result, the Programs do not agree on the order of benefits, this rule d. shall not apply.
- e. Longer/Shorter Length of Coverage: If none of the above rules determine the order of benefits, the benefits of the Program which covered a person longer are determined before those of the Program which covered that person for the shorter time.

3. Effect of Reduction in Benefits: When these rules reduce This Program's benefits, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Program.

C. Right to Receive and Release Needed Information

Certain facts are needed to apply these coordination of benefits rules. Hyatt Legal Plans has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. Hyatt Legal Plans need not tell or get the consent of any person to do this. Each person claiming benefits under this Program must give Hyatt Legal Plans any facts it needs to pay the claim.

D. Facility of Payment

A payment made under another Program may include an amount which should have been paid under This Program. If it does, Hyatt Legal Plans may pay that amount to the organization which made the payment. That amount will then be treated as though it was a benefit paid under This Program. Hyatt Legal Plans will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case, the payment made shall be deemed to be the reasonable cash value of any benefits provided in the form of services.

E. Right of Recovery

If the amount of the payments made by Hyatt Legal Plans is more than it should have paid under This Program, Hyatt Legal Plans may recover the excess. Hyatt Legal Plans may get such recovery or payment from one or more of:

1. the persons it has paid or for whom it has paid;
2. insurance companies; or
3. other organizations.

The “Amount of the Payments Made” includes the reasonable cash value of any benefits provided in the form of services.

F. Disclaimer

This information is for illustrative purposes, only, and is not a contract. This information is intended to provide a general review of the plan described. Please remember that only the insurance policy and service agreement can give actual terms, benefits, amounts, conditions, and exclusions.

If any Covered Person permits another person to use the Covered Person’s Identification Card, Hyatt Legal Plans may invalidate that Covered Person’s Identification Card.

G. Directive 00-EX-5

The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.